

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH

SOLID STATE CHEMICALS LTD., AND;
AND SOLID STATE CHEMICALS INC.,

Plaintiffs,

vs.

ASHLAND LLC,

Defendant,

2:19-CV-01044-MJH

ORDER

Following consideration of Ashland and Solid State's Motions for Summary Judgment (ECF Nos. 54 and 57), the respective briefs (ECF Nos. 55, 61, 69, 74, 82, and 84), the respective Concise Statements of Material Fact and Appendices (ECF Nos. 56, 58-60, 65-66, 70-72, 75-76, 79-80, 85-88), the relevant pleadings, and for the reasons stated in this Court's Opinion (ECF No. 89), it is hereby ordered as follows:

Ashland's Motion for Summary Judgment on its Counterclaim, Breach of Contract, under MSA Section 3.2, for past due invoices is granted. Solid State's Motion for Summary Judgment on said Counterclaim for past due invoices is denied. Judgment is entered against Solid State on Ashland's Counterclaim, Breach of Contract, MSA Section 3.2, with damages owed to Ashland for past due invoices against Solid State in the amount of \$237,500.95.

Ashland's Motion for Summary Judgment on its Counterclaims for its Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing, MSA Section 2.10, for cost sharing of capital investments and equipment is denied. Solid State's Motion for Summary Judgment on said Counterclaims for Breach of Contract and Breach of the Implied Covenant of

Good Faith and Fair Dealing for cost sharing of capital investments and equipment, is granted. Judgment is entered in favor of Solid State on said MSA Section 2.10 Counterclaims.

Solid State's Motion for Summary Judgment on its Breach of Contract claim for Ashland's shutdown of production is denied. Ashland's Motion for Summary Judgment on Solid State's Breach of Contract claim for shutdown of production is granted. Judgment is entered in favor of Ashland.

Ashland's Motion for Summary Judgment on its Counterclaim for Breach of Contract, MSA Section 9.5, as regards Solid State's duty to remove of equipment, is granted. Solid State's Motion for Summary Judgment on said Counterclaim is denied. Solid State's Motion for Summary Judgment, on its defense that Ashland had wrongly claimed material default, is denied. Judgment for liability for Breach of Contract, MSA Section 9.5, removal of equipment, is entered in favor of Ashland. The issue of damages and/or specific performance as regard equipment removal will proceed to trial.

DATED this 24th day of March, 2022.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Marilyn J. Horan", is written over a horizontal line.

MARILYN J. HORAN
United States District Judge